05-44481-rdd Doc 7244 Filed 03/13/07 Entered 03/14/07 16:20:07 Main Document in the United States Bankrup Cypcoup 100 Uthern District of New York

In re:) Chapter 11	
)	
Delphi Corporation, et al.) Case No. 05-44481 (RDI))
) (Jointly Administered)	

Response to 9th Omnibus Objection to Claims by Delphi Corporation, et al; Sierra Liquidity Fund, LLC (Assignee); Precision Wire Technologies (Assignor), Claim No. 2442

from: Sierra Liquidity Fund, LLC (Assignee); Precision Wire Technologies (Assignor), Claim No. 2442, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, saugust@sierrafunds.com, tgarza@sierrafunds.com

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); Precision Wire Technologies (Assignor), Claim No. 2442

date: Wednesday, February 28, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 9th Omnibus Objection to claims requesting that the above claim in the amount of 1,229.76 be reduced and modified on the basis that the claim and asserted liability are not owing pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and Precision Wire Technologies (Assignor) ("Precision") Object to this Objection.

- 1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2442 in an amount of \$1,229.76.
- 2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2442 for the full filed amount of \$1,229.76 as liquidated and undisputed.
- 3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$1,229.76 and sent immediately to Sierra's attention for signature.
- 4. Copies of the following have been enclosed with this response: The Notice of 9th Omnibus Objection to Claim # 2442 the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and Precision Wire Technologies (Assignor) Proof of Claim # 2442 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for Precision Wire Technologies (Assignor) and the supporting documentation requested for claim # 2442 evidencing the amount of \$1,229.76 owed on Claim # 2442 filed by Sierra Liquidity Fund, LLC; Assignor: Precision Wire Technologies The supporting documents in Proof of Claim # 2442 include Invoices, Purchase Orders, and Proof of Deliveries.
- 5. Sierra and Precision Wire Technologies see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2442, as the supporting claim documentation (Invoices, Purchase Orders, and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$1,229.76 remains due and owing as a valid unpaid pre-petition unsecured claim.
- 6. Sierra and Precision Wire Technologies do not object to the proposed Modified Debtor for which Claim # 2442 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for Precision Wire Technologies.

Scott August Tammy Garza Jim Riley

 949-660-1144, ext. 17
 949-660-1144 ext. 22
 949-660-1144 ext. 16

 saugust@sierrafunds.com
 tgarza@sierrafunds.com
 jriley@sierrafunds.com

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SOUTHERN DISTRICT OF NEW YORK		
	x	
In re	:	Chapter 11
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
Debtors.	:	(Jointly Administered)
	X	

NOTICE OF OBJECTION TO CLAIM

Precision Wire Technologies Sierra Liquidity Fund:

LINITED STATES BANKRUPTCY COURT

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

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Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date	Claim	Asserted Claim	Basis For	Treatment Of Claim		r ı	
Filed	Number	Amount ¹	Objection	Modified Debtor	Modified Amount	Modified Nature	
3/28/2006	2442	\$1,229.76	Claims Subject to Modification	05-44640	\$872.30	General Unsecured	

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on www.delphidocket.com. If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

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¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

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ORDER IS INCLUDED HEREWITH. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

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BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

PRECISION WIRE TECHNOLOGIES SIERRA LIQUIDITY FUND PRECISION WIRE TECHNOLOGIES SIERRA LIQUIDITY FUND 2699 WHITE RD STE 255 IRVINE CA 92614

Transfer of Claim

Delphi Corporation, et al.

This agreement (the "Agreement") is entered into between Precision Wire Technologies ("Assignor") and Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC or assignee ("Assignee") with regard to the following matters:

- 2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
- 3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
- 4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
- 5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
- 6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
- 7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to

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take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

- 8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.
- 9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.
- 10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.
- 11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.
- 12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here:

Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 23 day of November, 2005.

By C Signature	7.)	_
Wayne D. I		1	
(Print Name a	·		_
260-490-6	477		
Phone Number	er		
2699 White Ro	l, Ste 255, Irvine, C	n Asset Management, L A 92614 1632 irilev@sierrafunds	·

10/20/05

Precision Wire Technologies, LLC
Name of Company
6320 Highview Drive
Street Address
Fort Wayne, IN 46818
City, State & Zip
260-490-8437 Ljones@precisionwiretech.com
Fax Number & Email
#=50
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Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al

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United States Bankruptcy Court Southern Di	istrict Of <u>New York</u>	PROOF OF CLAIM
Name of Debtor	Case Number	This Space For Court Use Only
Delphi Corporation & Delphi Automotive Systems, LLC	05-44481 & 05-44640	
NOTE: This form should not be used to make a claim for an administrative expende case. A "request" for payment of an administrative expense may be filed pursu	uant to 11 U.S.C. § 503.	
Name of Creditor (The person or other entity to whom the debtor owes money o	Check box if you are aware	
property): PRECISION WIRE TECHNOLOGIES/	that anyone else has filed a proof of claim relating to your	
Sierra Liquidity Fund	claim. Attach copy of	
Name and Address where notices should be sent:	statement giving particulars.	
Sierra Liquidity Fund 2699 White Road - Suite 255 Irvine, CA 92614 Telephone Number: 949-660-1144 x 17	Check box if you have never received any notices from the bankruptcy court in this case. Check box if the address differs from the address on the envelope sent to you by the court.	This Space For Court Use Only
Last four digits of account or other number by which creditor identifies		Tills to page 1 of Court Cost Stay
dehior:	Check here areplaces if this claim apre	viously filed claim dated:
1. Basis for Claim		1: 5 C \$ 1114(a)
X Goods sold	Retiree benefits as defined in 11 Wages, salaries, and compensati	
☐ Services performed	Last four digits of your \$S #:	
Money loaned	Unpaid compensation for service	
Personal injury/wrongful death	fromto	
C Taxes	(date)	(date)
Other 2. Date debt was incurred: Various	3. If court judgment, date obtain	
Z. Date dest was incurred.	4 6	
4. Classification of Claim. Check the appropriate box or boxes that he See reverse side for important explanations. Unsecured Nonpriority Claim \$ _ /, 229. 74 Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority. Unsecured Priority Claim. Check this box if you have an unsecured claim, all or part of which is entitled to priority Amount entitled to priority \$ Specify the priority of the claim: Domestic support obligations under 11 U.S.C. \$ 507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,000),* carned within 180 days before filing of the bankruptcy petition or cessation of the debtor's	Secured Claim. Check this box if your claim setoff). Brief Description of Collateral: Real Estate Moto Value of Collateral \$	is secured by collateral (including a right of T Vehicle Other charges at time case filed included in purchase, lease, or rental of property or services use - 11 U.S.C. § 507(a)(7). mental units - 11 U.S.C. § 507(a)(8).
business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	* Amounts are subject to adjustment on 4/ with respect to cases commenced on or	1/07 and every 3 years thereafter
5. Total Amount of Claim at Time Case Filed: \$ 1.22) (Secured)	(Priority) (Total)
Check this box if claim includes interest or other charges in addition to the p	rincipal amount of the claim. Attach itemi.	mate a settle Count Des Only
6. Credits: The amount of all payments on this claim has been credited and dee 7. Supporting Documents: Attach copies of supporting documents, such as pre- statements of running accounts, contracts, court judgments, mortgages, secur- DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available attach a summary. 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your caud copy of this proof of claim Date: Sign and print the name and title, if any, of the creditor	omissory notes, parchase orders, invoices, rity agreements, and evidence of perfection able, explain. If the documents are volumi laim, enclose a stamped, self-addressed en	n of lien. nous. evelope
Bate: 3 22 0 6 Sign and print the name and thie, it only, of the effection of power of attorney. if any):	J.S. Riley	
1 31,60100	A 1 7 . L. 1 E A	1



6320 Highview Drive . Fort Wayne, Indiana 46818

TECHNOLOGIES, LLC

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Main Dinvoice

DATE **INVOICE** #

8/3/2005

8644

BILL TO:

Delphi Automotive Systems 2926 Davision Road Dock#100, Dept 38-13 Flint, MI 48556

SHIP TO:

Delphi Automotive Systems 2926 Davision Road Dock#100, Dept 38-13 Flint, MI 48556

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJ	ECT
450099235	Net 30	WDF	8/3/2005	UPS-Collect	Ft. Wayne, IN		
QUANTITY	ITEM CODE		DESCRI	PTION	PRIC	EACH	AMOUNT
31 30	000056	.0056 Alloy 300	P/N 5830	$(x_i) = (x_i)_{i=1}^{k-1}$		20.16	624.96
. 17						127 - 3	
		Payment Due 9/2	/2005				
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UPS Package Tracking

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Tracking

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- > Import Tracking Numbers #
- → Track by Reference Number
- → Track by Freight Tracking Number
- Track by Freight Shipment Reference
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- → Void a Shipment ê
- → Help



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Delivery Information

1. 1Z 740 475 03 4288 309 0 → View package progress

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Aug 4, 2005 9:21 A.M.

Delivered to: Signed by:

FLINT, MI, **FISHER**

Service Type:

GROUND

Hurricane Katrina Service Updates

Tracking results provided by UPS: Sep 19, 2005 5:00 P.M. Eastern Time (USA)

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Main Document UPS Account No.: 740475 Sorted By:Order of Shipment

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me/Address	Shipment Detail		Options		Reference Rate Charges		
ip To: EFAST SA 33 GREENWAY DRIVE WRENCE KS 66046	Service Type: Total Packages: Hundredweight: Billable Wt.: Billing Option:	UPS NEXT DAY AIR 1 No LTR Prepaid	Shipment Service Charge:	\$	16.00		
	Tracking No.: Package Type:	1Z7404750141612879 UPS Letter	Package Service Charge: Shipper Amt: UPS Total Charge:	\$ \$ \$	16.00 1 6.0 0 1 6.0 0		
ip To: KEN JONES THERMAL 35 GIBBARD AVENUE PLUMBUS OH 43201-3052	Service Type: Total Packages: Hundredweight: Billable Wt.: Billing Option: Package Ref No.1:	UPS GROUND 1 No 8.0 Freight Collect 3.19	Shipment Service Charge:	\$	4.54		
	Tracking No.: Package Type: Weight: Package Ref No.1:	1Z7404750342946683 Package 8.0 3.19	Package Service Charge: Declared Val. (\$200.00) : Receiver Amt: (477997) UPS Total Charge:	\$ \$ \$	5.74 1.20 5.74 6.74		
ip To: LPHI AUTOMOTIVE SYSTEMS Dept 38-13 26 Davision Road Dock100# NT MI 48556	Service Type: Total Packages: Hundredweight: Billable Wt.: Billing Option: Package Ref No.1:	UPS GROUND 1 No 38.0 Freight Collect 30	Shipment Service Charge:	\$	8.77		
	Tracking No.: Package Type: Weight: Package Ref No.1:	1Z7404750342883090 Package 38.0 30	Package Service Charge: Declared Val. (\$700.00) : Receiver Amt: (428502) UPS Total Charge:	\$ \$ \$	11.57 2.80 11.57 11.67		
ip To: DAVID SPELBRINK NDS SUPERABRASIVES, CO 10 AVENUE OF THE AMERICAS W YORK NY 10036	Service Type: Total Packages: Hundredweight: Billable Wt.: Billing Option:	UPS GROUND 1 No 1.0 Prepaid	Shipment Service Charge:	\$	3.82	acirillo accument manifesta (1944-1947)	
	Tracking No.: Package Type: Weight:	1Z7404750343618106 Package 1.0	Package Service Charge: Shipper Amt: UPS Total Charge:	\$ \$ \$	3.82 3.82 3.82		

mmary Totals:

ipment Option	Shpts Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref	Charges
			Prepaid	2	2	\$	19.82
ckage Option	Pkgs	Ref Charges	Freight Collect	2	2	\$	17.31
clared Value	2	\$ 4.00	TOTAL CHARGES			\$	37.13

⁴ Shipment(s) 4 Package(s)



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Main Doggo Dice

9/7/2005

8841

6320 Highview Drive • Fort Wayne, Indiana 46818 Phone: (260) 490-6477 • Fax: (260) 490-8437

Wire technologies, llc

BILL TO:

Delphi Automotive Systems 2926 Davision Road Dock#100, Dept 38-13 Flint, MI 48556

SHIP TO:

Delphi Automotive Systems 2926 Davision Road Dock#100, Dept 38-13 Flint, MI 48556

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJE	:CT
450099235	Net 30	WDF	9/7/2005	UPS-Collect			
QUANTITY ITEM	1 CODE		DESCRIP	TION	PRICE	EACH A	MOUNT
30 3000056	.0056	Alloy 300 P/	N 5830		eries and of the te	20.16	604.80
	Quan 1 Boz Paym	ς		Agrecia to bus	and the state of		

UPS Package Tracking

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UPS Uni

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Tracking

Support

Business Solutions

Tracking

₩ WorldShip Customer

My UPS A

Track by Tracking Number

- > Track by E-mail
- > Import Tracking Numbers à
- → Track by Reference Number
- → Track by Freight Tracking Number
- → Track by Freight Shipment Reference
- → Track with Quantum View
- → Sign Up for Signature Tracking @
- → Void a Shipment à
- → Help

Track by Tracking Number

View Tracking Summary

To see a detailed report for each package, please select the View package progress lir

Tracking Number

Status

Delivery Information

1. 1Z 740 475 03 4196 935 7 View package progress

Delivered

Delivered on:

Sep 8, 2005

Delivered to:

9:50 A.M. FLINT, MI,

Signed by: Service Type: **GREEN GROUND**



Hurricane-Related <u>Service</u> Updates

Tracking results provided by UPS: Oct 5, 2005 2:42 P.M. Eastern Time (USA)

Tired of Re-Typing Tracking Numbers?

Save the tracking numbers of undelivered packages for faster access to tracking informatic Save Tracking Numbers

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tende you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems a information is strictly prohibited.

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05-44481-rdd Doc 7244 Pickup Date: 09/07/05 Pickup Record No.: 2582711 10 6

Precision wire reclinitiogles, LLC
DAILY SHIPMENT DETAIL REPORT
Filed 03/14/07 16:20:07

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Main Document UPS Account No.: 740475 Sorted By:Order of Shipment

Vame/Address		Shipment Detail		Options		Reference Rate Charges		
Ship To: DELPHI AUTOMOTIVE SYSTEMS L-Dept 38-13 2926 Davision Road Dock100# FLINT MI 48556		Service Type: Total Packages: Hundredweight: Billable Wt.: Billing Option: Package Ref No.1:	UPS GROUND 1 No 37.0 Freight Collect 29.49	Shipment Service C	harge:	\$	8.64	
		Tracking No.:	1Z7404750341969357	Package Service Ch	arge:	\$	11.04	
		Package Type:	Package	Declared Val. (\$600		\$	2.40	
		Weight:	37.0	Receiver Amt: (428		\$	11.04 11.04	
Browns Br. Maddley (M. 1900)	September 1947 norm	Package Ref No.1:	29. 49	UPS Total Charge:		A A	11.04	
summary Totals:								
hipment Option	Shpts Pkgs	Ref Charges		Billing Option Freight Collect	Shpts 1	Pkgs 1	Ref Charges \$ 11.04	
ackage Option	Pkgs	Ref Charges		TOTAL CHARGES	•		\$ 11.04	
eclared Value	1	\$ 2.40						
				1 Shipment(s) 1 Package(s)				

12/07/2005 15:12

PRECISION WIRE TECH

DELPHI

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__ Energy & Chassis Systems

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Date Issued

Currency:

USD

04/08/2005

Buyer:

DELPHI

ENERGY & CHASSIS SYSTEMS

5820 DELPHI DR TROY MI 48098

Deliver to:

DELPHI E&C FLINT EAST

2926 Davison Rd FLINT MI 48556

PRECISION WIRE TECHNOLOGIES LLC 6320 HIGHVIEW DR FORT WAYNE IN 46818

Purchase Order

PO Number 450099235 Version

05/09/2005 10:12:03

SPOT BUY

Delivery date: 04/05/2005

Vendor No: 1007412 **DUNS No:** 173416736

Payment Terms: ZMN2

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No. Material No/Item Identifier No Total Order Quantity Plant Requester

Description

90.000

E101 DELPHI E & C FLINT EAST

5830 COPPER-30LBS

THIS AMENDMENT CHANGES ITEM

Delivery Date	Scheduled Quantity	Price	Price Unit UOM	Value
04/05/2005	90,000	20,160.00	1,000 LB	1,814.40
Net Line Item Value	ne		UBD	1.814.40

Total net value USD 1,814.40

00010

This Contract replaces previous contract # --.

Purchasing Contact: Anand, Sam

Phone: 248-813-3805

Fax: 248-813-4599

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS

5725 Delphi Drive,

TROY MI 48098-2815

12/07/2005 15:12

PRECISION WIRE TECH

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DELPHI

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_Energy & Chassis Systems

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PRECISION WIRE TECHNOLOGIES LLC 6320 HIGHVIEW DR FORT WAYNE IN 46818

Purchase Order

PO Number 450099235

Version

05/09/2005 10:12:03

Date Issued 04/08/2005

Item No. Material No/Item Identifier No Total Order Quantity Plant Description

Requester

Notes Continued:

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Pailure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate BDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization,

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Supplier/Supplier Community Portal / Supplier Sundards, for additional information.

Seller auknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposesswill be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

艾斯克尔克克克克克克斯克姆斯斯斯斯

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

05/09/05 - Alteration to increase quantity from 30 lbs to 90 lbs. cap